

Tipton CSD

Tipton EA

7/1/2005 6/30/2007

MASTER CONTRACT

BETWEEN

TIPTON BOARD OF EDUCATION

AND THE

TIPTON EDUCATION ASSOCIATION

JULY 1, 2005- JUNE 30, 2007

TABLE OF CONTENTS

Article		Page
1	Grievance Procedure	1
2	Employee Evaluation Procedure	5
3	Staff Reduction Procedure	7
4	Transfer Procedure	8
5	Sick Leave	9
6	Leave of Absence, Other Than Sick Leave	11
7	Safety Provisions	12
8	Employee Hours	13
9	Dues Deduction	14
10	Insurance	15
11	Wages and Salaries	17
12	Physical Examinations	20
13	Compliance Clauses and Duration	21
Schedule		Page
1	Grievance Report	22
2	Dues Deduction Authorization Form	24
3	Salary Schedule	25
4A	Extra Duty Schedule	26
4B	Extra-Curricular Schedule	28
5	Phase II/Addendum	29
6	Phase III	31
	Letter of Understanding	31
	Letter of Understanding	31

ARTICLE 1

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A grievance is any dispute or claim arising out of or relating to the interpretation or the application of this Agreement.
2. Aggrieved Party: The aggrieved party shall mean the party filing a grievance.
3. Party in Interest: Party in Interest shall mean the Association, the Board of Directors and/or its designated representative, and any party named in a grievance who is not the aggrieved party.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to disputes or claims arising out of or relating to the interpretation or the application of this Agreement. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General Provisions

Every employee covered by this Agreement and the Association shall have the right to present grievances in accordance with these procedures.

Preparation and processing of grievance shall be conducted so as to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

Nothing contained in this Article or elsewhere in the Agreement shall be construed to permit the Association to present or process a grievance involving the application or interpretation of the terms of this Agreement on behalf of any employee without that employee's consent.

The filing or pendency of a grievance by an employee under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board of Directors to take action grievous of, subject, however, to a final decision on the grievance.

Grievances arising from an action other than at a building level may be initiated and processed in accordance with provisions of Step 3 of this grievance procedure.

Failure at any step of this grievance procedure to communicate the decision on a grievance within the specified time shall permit the aggrieved party to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the time specified shall be deemed to be acceptance of the decision rendered at that step and further appeal is barred.

The time limits specified in any step of this procedure may be extended, in any specific instance, by mutual consent.

D. Procedure for Grievance

Step 1

An attempt shall be made to resolve any grievance in informal oral discussion between the parties. Such grievance shall be presented, and the conference shall be held no later than ten (10) school days following knowledge of the act or condition which is the basis of the grievance. The decision shall be given verbally within three (3) school days of the close of the conference.

Step 2

If the grievance is not resolved at Step 1, the aggrieved party may file the grievance in writing using the approved "Grievance Report."

The written grievance shall: (1) state the date of the alleged violation of the Agreement; (2) the section(s) of the contract involved; (3) the nature of the grievance; and (4) the relief sought.

The written grievance at Step 2 must be filed within seven (7) school days after initiation of Step 1.

The Principal shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory solution to the grievance. The aggrieved employee shall be given at least two (2) school days notice of the conference. The employee may appear alone or may be represented by the Association. The employee shall be present at the conference.

The Principal shall communicate his/her decision in writing to the aggrieved employee and his/her representative, if any, within fifteen (15) calendar days after receiving the written grievance.

Step 3

If the grievance is not resolved at Step 2, the employee may appeal the Principal's written decision to the Superintendent of Schools within fifteen (15) school days after the Principal's decision has been delivered. The approved "Report of Grievance Form" shall be used.

The Superintendent of Schools shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory solution of the grievance. The aggrieved employee shall be given at least two (2) school days notice of the conference. The employee may appear alone or may be accompanied by the Association.

Failure at any step of this grievance procedure to communicate the decision on a grievance within the specified time shall permit the aggrieved party to proceed to the next step.

The Superintendent of Schools shall communicate his/her decision in writing to the aggrieved employee, the Association, the employee's representative, if any, and to the Principal within ten (10) calendar days after receiving the appeal.

Step 4 Arbitration

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance or to discuss the merits of submitting the grievance to arbitration.

If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within five (5) school days.

Within ten (10) school days after written notice to the Board with a copy to the Superintendent of Submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of three (3) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one (1) of the two (2) remaining names. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on any decision which requires the commission of an act prohibited by law which is submitted to the Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

F. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article. Further, all meetings Step 1 through Step 4, shall be agreed upon by person grieved and parties designated in first four(4) steps.

G. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or with a representative of his/her choice.

H. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 2

EMPLOYEE EVALUATION PROCEDURE

- A. The following procedures shall govern the evaluation of the employee's teaching performance:
1. All beginning teachers shall be formally evaluated according to the provisions of Chapter 284, Code of Iowa, as same may be amended.
 2. All probationary employees shall be formally evaluated a minimum of one (1) time each school year according to the provisions of Chapter 284, Code of Iowa, as same may be amended.
 3. Career teachers shall be formally evaluated according to the provisions of Chapter 284, Code of Iowa, as same may be amended. A Probationary employee shall have at least three (3) formal evaluations during the contract work year. First evaluation must be completed by November 1st of each school year.
 4. A written evaluation shall be given to the employee and a conference shall be held between employee and the evaluator within five (5) school days following the observation. This time may be extended by mutual agreement.
 5. Evaluation shall be preceded by class observation of an employee's performance.
 6. The employee shall have the right to submit an explanation or written statement regarding any evaluation for inclusion in the employee's personnel file. Any written statement by the employee shall be made at the time of the evaluation conference or within five (5) working days of the conference.
 7. All formal observations to be used for evaluation purposes shall be conducted with the knowledge of the employee.

B. Notification

By September 30 of each school year, employees shall be acquainted by a member of the administrative staff with the evaluation procedures, criteria, and instruments to be used. An employee starting work after the beginning of the school year shall be given such notification no later than one (1) week prior to the first formal evaluation. No evaluation shall take place until such orientation has been completed.

- C. In any proceeding in which the District attempts to use evaluations to justify adverse action against a teacher, the teacher may grieve the substance of such evaluations as being arbitrary, capricious or unjust.

Adverse action shall be defined as: Withholding a step increase, suspension without pay, termination or layoff.

If the adverse action against an employee is staff reduction under the Staff Reduction

Article of the Contract (Article 3), the teacher's grievance of evaluation shall be combined with the grievance, if any, alleging a violation of Staff Reduction Article or any other Article grieved arising out of the same set of events.

A probationary employee (Iowa Code Section 279.19) may not grieve their evaluations during their probationary period.

ARTICLE 3

STAFF REDUCTION PROCEDURE

A. Coverage - All employees under this Agreement.

B. Staff Reduction

Staff reduction will be system-wide based on certification endorsements. The employees with emergency or temporary certification in their primary position shall be first (1st). All other fully certified employees shall be reduced in reverse order of District seniority. For the purpose of this Article, seniority means the time of continuous employment in the District computed from the employee's date of hire. Approved leaves of absence, including staff reduction, will not break the continuity of employment. However, the time spent on leaves will not be counted as time of employment. Reduced employees shall be reinstated in inverse order of their being reduced if fully qualified to fill the vacancy. No teacher may be prevented from securing other employment during the period of lay off. In those situations where seniority is not determinative, preparation and administrative judgment shall be considered. Extra duty assignments shall not be a prime criterion in reduction.

C. Recall Rights

Any employee released pursuant to the policy shall have recall rights to any position for which he/she is or may be certified for two (2) years from the effective date of his/her release and shall be recalled to available positions in such professional categories in inverse order of the release due to staff reduction.

Notice shall be by certified mail, return receipt requested, to the employee's last known address with a copy to the Association president. It shall be the responsibility of the employee to provide the District with a current address. The employee shall accept or reject the position by certified mail to the Superintendent within ten (10) days of mailing of the notice and shall agree to assume the position within thirty (30) days or all recall rights are forfeited. The Board shall annually provide, upon written request from the Association president, a list of employees eligible for recall and current employee seniority list.

D. If an employee is recalled to a position the employee has not previously taught within ten (10) years, the District may require up to nine (9) semester hours of course work successfully completed within eighteen (18) months, with the District paying tuition at the University of Iowa rate.

ARTICLE 4

TRANSFER PROCEDURE

A. Definition

The movement of an employee to a different assignment or building shall be considered a transfer.

B. Voluntary Transfer Procedure

1. Teaching position vacancies shall be posted in each building as soon as possible. Employees who file a written request prior to the end of the school year shall receive a mailed notice of vacancies that occur after June 1.
2. Any teacher/employee may apply for voluntary transfer to another teaching assignment. Such application shall be in writing to the employer.
3. Any teacher/employee applying for a voluntary transfer shall be granted an interview for the position.
4. Notice of the denial of a voluntary transfer request shall be delivered to the employee before it is presented to the school board and shall include a written statement of the reasons for the denial.
5. The decision or determination on a request for voluntary transfer shall be in the sole and explicit discretion of the Superintendent of Schools whose decision shall not be subject to grievance procedures.

C. Involuntary Transfers

1. Notice: Notice of involuntary transfer or reassignment shall be given in writing to the employee by July 1st.
2. Meeting: Upon written request filed within five (5) days after receipt of said notice, the employee shall be entitled to have a conference to discuss the transfer.

- D. The assignment transfer of an employee is a responsibility of the employer or its designee. In the case of involuntary transfer, they shall not be made for wholly, arbitrary or capricious reasons should any alleged grievance arise or be pursued to arbitration on the grounds of such involuntary transfer is wholly, arbitrary or capricious and the authority of the arbitrator shall be limited to deciding whether such involuntary transfer was made for wholly, arbitrary or capricious reasons.

ARTICLE 5

SICK LEAVE

A. Sick Leave Defined

Unavoidable absence due to personal illness.

B. Accumulation of Sick Leave Days

Each employee in the Association shall be credited with sick leave days as follows:

First year of employment in Tipton Schools	10 days
Second year of employment in Tipton Schools	11 days
Third and subsequent years of employment in Tipton Schools	15 days

The above amounts shall apply only to consecutive years of employment in the Tipton Community Schools except as otherwise provided.

The unused portion of each years credit is cumulative to a maximum of one hundred ninety (190) days.

C. Notification of Accumulation

Each employee shall be informed of the number of sick leave days accumulated as of the beginning of the current school year by November 1st.

D. Verification of Sick Leave Need

The Board of Education will not generally require a doctor's statement as evidence of justifiable absence because of illness on a short-time basis. However, if an employee is absent from work for more than five (5) consecutive contract days for sick leave reasons a written statement from the employee's doctor stating that he/she is physically or mentally unable to perform his/her assigned school task is required by the employer. The Board of Education reserves the right to employ its own physician to review the employee's doctor's opinion as written on the statement. If the two disagree, a third physician, also employed by the Board, (chosen by the employee and the Board, or in the event they cannot agree, by the County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performances of duties, which opinion shall be binding on the parties.

The statement from the physician shall:

1. State definitely the physician's opinion as to the time in dates between which the employee is unable to perform his/her assigned duties.
2. Explain the illness or disability which requires the employee to be absent from his/her job.

- E. A statement from the employee's physician may be required to establish a date for returning to work or for continuing to work when there is question as to whether an employee is able to do so.
- F. Sick leave shall not be granted for surgery or for other reasons for which reasonable evidence cannot be shown confirming the necessity of sick leave absence. All sick leave benefits shall terminate upon termination of employment pursuant to Chapter 279, Code of Iowa, or upon resignation, except for those employees on recall.

ARTICLE 6

LEAVE OF ABSENCE, OTHER THAN SICK LEAVE

A. Bereavement Leave

The days of leave requested shall be granted up to three (3) days at any one time in the event of death of an employee's spouse, son, daughter, brother, sister, father, mother, grandparent, grandchildren, like in-laws, stepchild, stepparent, stepbrother, stepsister, or any member of the immediate household. An additional two days may be granted upon approval of the immediate supervisor for bereavement leave. An additional one (1) days per year for the bereavement of individuals not covered above shall be available for an employee to use.

B. Critical Leave

The days of leave requested shall be granted up to two (2) days at any one time in the event of critical illness of an employee's spouse, son, daughter, brother, sister, father, mother, grandparent, grandchild, like in-laws, stepchild, stepparent, stepbrother, stepsister, or any member of the immediate household. An additional two days may be granted upon approval of the immediate supervisor for critical illness. Critical illness shall be defined as illness requiring inpatient hospitalization and/or emergency room care.

C. Personal Leave

Each employee who works at least one hundred eighty (180) days per year is allowed not to exceed two (2) paid personal leave days per year (the day would be equivalent to the employee's regular day: full-time for full-time and part-time for part-time).

Personal leave shall be cumulative to a maximum of four (4) days available in one (1) year. Any staff member that does not use their Personal Days at the end of the school year may cash them in for the districts substitute pay scale.

The leave will be granted on the basis of available qualified substitutes who are to be arranged for by the supervisor prior to granting the release.

D. Association Leave

The Tipton Education Association will be allowed six (6) paid association leave days per year. These six (6) Association leave days are non-cumulative.

Applications for Association leave must be requested in advance. The leave will be granted on the basis of available substitutes who are to be arranged for by the supervisor prior to granting the release.

The Association will pay the District for substitutes for the fifth and sixth days of Association leave.

E. Family Medical Leave

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act (FMLA) of 1993 and the regulations implementing the Act. No provision of the FMLA is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

F. Immediate Family Illness Leave

Each employee shall be allowed to use up to three (3) family illness leave days per year, non-accumulative, for tending to the illness of immediate family members living in their household. These will be deducted from the employee's accumulated sick leave.

ARTICLE 7

SAFETY PROVISIONS

A. Protective Devices

Such special equipment and devices as may be needed by the employee to perform assigned duties in a safe manner shall be provided by the District.

B. Legal Action Against an Employee

Whenever any legal action is brought against an employee resulting from the performance of assigned duties, the Board shall provide the employee with legal defense, consistent with the provisions of Chapter 613A of the Code of Iowa.

ARTICLE 8

EMPLOYEE HOURS

A. Work Day

The employee will not be required to work more than eight (8) hours per day including a twenty-five (25) minute duty-free lunch period.

B. Arrival and Dismissal Time

No employee shall report to work later than twenty (20) minutes before the opening of the pupils' school day, and leave before thirty (30) minutes after the close of the pupils' school day. The extra time to be spent on preparation for classroom presentations, curriculum work, correcting papers, and reasonable number of meetings and special occasions as called by the administration.

C. Vacation Dismissal

Employees shall be dismissed one (1) hour early the last school day prior to Thanksgiving and Easter.

D. Friday Dismissal

Employees shall be dismissed five (5) minutes after the end of the pupil day on Friday with the exception of those days provided for in Section C.

E. Professional Meetings

Faculty meetings shall not lengthen the workday by more than thirty (30) minutes, and no more often than two (2) times per month. Except in emergency situations, employees shall have at least a one (1) week notice of such faculty meetings.

ARTICLE 9

DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board Secretary an assignment authorizing payroll deduction of professional dues on the form set forth on Schedule 2 attached.

B. Regular Deduction

The Board shall deduct one tenth (1/10) of the total amount authorized from the regular check of the employee each month for ten (10) months beginning in October and ending in July.

C. Duration

The authorization for payroll deduction of dues shall remain in effect from year to year unless revoked in writing by the employee by a thirty (30) day notice to the Employer and to the Association.

D. Termination of Employment During Year

The Board's accountability for dues deduction ends with its following the authorization of the member making such authorization. Should the employee terminate employment prior to completing his/her payment of total dues, he/she may request and authorize the Board to deduct the balance of the dues owed.

E. Transmission of Dues

The Board shall transmit to the treasurer of the Tipton Education Association the total of the monthly deduction for its professional dues within ten (10) school days following each regular pay day.

F. Hold Harmless Clause

The Association agrees to indemnify and hold harmless the District, each Board member, and all administrators and their agents and employees against any and all claims, costs, suits or other forms of liability and attorney fees and all court costs arising out of the application of the provisions in this Agreement for payroll deduction of dues.

ARTICLE 10

INSURANCE

- A. The Board agrees to provide each full-time certified employee (employee must work thirty (30) hours or more per school week) with a fully paid single health and medical program and single dental program. The district's cost for single and family premiums will be based upon costs of the carriers' \$750 deductible health insurance policy and option 2 dental insurance policy. The employees will have the option of selecting a higher deductible program. The difference between the district's contribution and premiums for plans the employee chooses may be applied towards higher level (option 1) or family (option 1 or option 2) dental coverage. In the event there is a change of insurance carrier(s), the level of benefits will remain comparable to the level at the end of the previous Master Contract.
1. The Board shall pay 100% of the premiums for single health and medical (\$750 deductible) and single dental (option 2) for those employees working thirty (30) hours or more per school week.
 2. The Board shall pay a prorated premium amount for those employees contracted to work twenty (20) hours or more per school week.
 3. Those employees working less than twenty (20) hours per school week shall not be eligible for any employer paid insurance benefits.
- B. All terms and conditions of the provided insurance benefits, not listed in this article shall be as stated in the insurance contract provided by the carrier.
1. Medical Insurance
 - a. Premiums may be placed in a section 125 Tax Saver Plan if employee so chooses.
 2. Dental Insurance
 - a. The employee may participate in family dental coverage at the employee's expense through payroll deduction.
 - b. The employee may participate in the option 1 dental insurance at the employee's expense. The difference in cost between option 1 and option 2 will be paid by the employee through payroll deduction.
 - c. Premiums may be placed in Section 125 Tax Saver Plan if employee so chooses.
 3. Long Term Disability
 - a. The Board shall pay the employee's premium on a long term disability plan as specified by carrier (120 day waiting period).

4. Life Insurance:

- a. The school district shall provide a forty thousand dollar (\$40,000.00) life insurance for each member of the T.E.A. bargaining unit.
- C. Coverage shall be for the duration of employment. New employees shall be covered, if application is made timely, on the 1st of the month following or coinciding with their dates of employment.
- D. At the conclusion of Board contribution, any of the insurance benefits may be continued at the employee's expense, subject to conditions and regulations of the carrier.
- E. Descriptions: The Board shall provide each employee a description of the insurance coverage provided within twenty (20) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of application and enrollment meetings.
- F. Each employee shall be covered by Worker's Compensation Insurance which shall be paid for by the School District.
- G. Each employee shall be covered by a school financed liability insurance covering job-related performance and duties.
- H. Any member of T.E.A. Bargaining Unit upon retirement shall have the option of continuing their health and major medical insurance at their own cost until age 65.

INSURANCE CARRIERS

For informational purposes only, the insurance carriers for various protections are herewith listed. This list is current as of the date of signing this contract. The listing of these carriers does not imply that the selection of carriers is negotiable.

Health Insurance	Principal Insurance - Basic Coverage Single \$750 Deductible
Dental Insurance	Principal Insurance - Basic Coverage Single Option 2
Disability Insurance	Unum Life Insurance Company
Life Insurance	Unum Life Insurance Company
Worker's Compensation	Employers Mutual Companies
Liability Insurance	Employers Mutual Companies

ARTICLE 11

WAGES AND SALARIES

A. The Salary Schedule

The salary of each employee covered by the regular salary schedule is set forth hereinafter and shall be the guide for setting the salaries for these covered persons.

B. Placement on Salary Schedule

1. Experience level

Each employee shall be placed on his/her proper step of the salary schedule when he/she is initially employed and shall be advanced to the next vertical step each year until he/she reaches the top salary in his/her educational column. Level number 0 is the salary for one's first (1st) year of teaching, number 1 for the second year of teaching, etc.

"Experience" is limited to the direct practice of the profession for which one is employed by the Tipton Community School District; however, it need not be at the same level or even the same subject matter area.

A minimum of one hundred ten (110) days of teaching shall be required to receive credit for a year of teaching, no fractional increments shall be allowed.

Experience credit will be allowed for college or university assistantship teaching provided that the equivalent of sixty percent (60%) of one school year was assigned to or devoted to the teaching (thus equivalent to one hundred [110] days teaching) and that the employee did not receive college credit for this teaching.

An employee who has served satisfactorily and who has earned academic credit to move from one educational column to another shall be given credit for both achievements; however, no more than one vertical step can be taken in one (1) year.

Experience level is determined by verification from previous employers and Tipton School Records. It shall be the responsibility of the employee to provide verification of previous employment and college or university assistantship of sixty percent (60%) or more.

All years of experience as defined and verified above will be allowed outside of the Tipton Schools.

A stipend of \$4,500 paid in the following manner of \$1,500 in year one, \$1,500 in year two, and \$1,500 in year three may be paid to new staff hired to teach in statewide designated shortage areas.

Experience in Tipton Schools

Continuous employment will be automatic as described above. If there is an interruption of more than two (2) years, all previous experience will be considered the same as "outside" experience. If the interruption is two (2) years or less the employee will be placed on the first step above his/her last pay step provided that one hundred ten (110) days or service had been performed at that level.

There will be no advancement of a teacher/employee on the salary schedule after the opening of the school year.

2. Educational Level (indicates the column which is determined by the amount of college or university credit in semester hours):
 - a. The educational level is determined by the transcripts of the employee filed with the Superintendent.
 - b. An employee may be allowed to advance to the MA column of the salary schedule with an MA degree outside the employee's field of teaching/employment provided that prior administrative approval has been received; however, additional hours will not count towards the MA+15 and MA+30 Lanes and the movement will be horizontal with no vertical movement only in the initial year of said movement.
 - c. When a teacher/employee is entitled to advance on the schedule by virtue of additional education completed between the time of signing his/her contract in the spring and September 15th of the year of which the contract is written, he/she is to receive the pay in the high paying bracket provided that:
 - (1) Preliminary notification of expected change of status has been reported to the Superintendent before June 1st of that year.
 - (2) Evidence of the completed work is given to the superintendent before September 15th. One copy of the transcript is to be provided as soon as possible and must be delivered before November 1st.
 - (3) A non-degree nurse will receive 95% of the corresponding step of the BA lane. A degree nurse will be paid in the BA lane.

C. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated in writing by the employee with the written request delivered to and filed with the Board Secretary.

2. Exceptions to Regular Pay Periods

- a. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- b. Employees who are new in the teaching profession may, at their option, request an advance of fifty percent (50%) of their first month's pay provided that the request is before September 5th.
- c. Those persons who are working under the pooling arrangement between the Tipton Community Schools and the Grant Wood Area Education Agency may receive their pay in accordance with the Grant Wood Area Education Agency pay procedure rather than as indicated in Article 11 (C).

3. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

D. Extended Contract Rate

In those cases where the contract time is extended to cover days in addition to the contract year as per school calendar, the rate of pay will remain the same as the school year rate. The number of hours of service expected will be the same as during the school year. Except where otherwise contracted or stipulated, the rate for the summer will be the same as the rate of the previous school year.

E. Summer School Teaching Including Driver Education

Those summer assignments in which the employee is directly involved in teaching will be paid as follows:

1. Pro-rated on the salary schedule on an hourly basis allowing steps for experience and with all based on the B.A. column.

F. Extended Professional Work for Other Than Teaching Students
(Curriculum Work, for example)

Eighty percent (80%) of the salary as calculated in Section E above.

- G. Employees with duties under paragraphs E., and F. of this Article will receive the same rate of pay as would be allowed under Phase III or similar program, if a Phase III or similar plan is approved and funded by the state.
- H. Covering Classes for Other Personnel
An employee who is required by the building administrator to perform the duties of a substitute teacher in the absence of his/her colleague will be reimbursed the substitute rate as established by the board of education for the time worked. The substituting teacher will be responsible for obtaining and submitting all of the necessary paperwork to the appropriate office.

ARTICLE 12

PHYSICAL EXAMINATIONS

Each employee is required by law to have a physical examination and tuberculin test every three (3) years. The Board will pay the cost of this physical to a maximum of fifty dollars (\$50.00), every three years, for staff members not covered under the annual routine physical benefit provided by the district insurance carrier. Verification of uncovered charges will be required by the District.

ARTICLE 13

COMPLIANCE CLAUSES AND DURATION

A. Separability

If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

B. Printing

Copies of the ratified Agreement shall be printed in a form and format mutually agreed upon by the Association and Board at the expense of the Board. The Board shall provide each employee with a copy and provide the Association with twenty-five (25) additional copies.

C. Notice

Whenever any notice is required to be given by the Association to the Board, pursuant to the provisions of the Agreement, it shall be by letter to the Superintendent of Schools at his/her office. A required notice from the Board to the Association pursuant to the provisions of this Agreement shall be by letter to the President of the Association at his/her home.

D. Duration

This agreement shall be in effect from July 1, 2005 through June 30, 2007.

E. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiations, and their signatures placed thereon, all on the 23rd day of May, 2005.

TIPTON EDUCATION ASSOCIATION

By Timothy M. Capps
President

By [Signature]
Chief Negotiator

TIPTON COMMUNITY SCHOOL DISTRICT

By Robert Young
President

By Jeff Corbey
Chief Negotiator

The T.E.A. and the District will each be provided three (3) signed documents.

SCHEDULE 1
GRIEVANCE REPORT

<p>-----</p> <p>----- School District</p> <p>----- Building</p> <p>-----</p> <p>Name of Aggrieved Person</p>	<p>#</p> <p>-----</p> <p>Date Filed</p> <p><u>Distribution of Form</u></p> <p>1. Association</p> <p>2. Employee</p> <p>3. Appropriate Supervisor</p> <p>4. Superintendent</p>
--	---

STEP 2

A. Date Violation Occurred -----

B. Section(s) of Contract -----

C. Statement of Grievance

D. Relief Sought

-----	-----
Signature	Date

E. Disposition by Principal or Immediate Supervisor

-----	-----
Signature of Principal or Immediate Supervisor	Date

STEP 3

- A. _____
Signature of Aggrieved Person Date Received by Superintendent
- B. Disposition by Superintendent or His/Her Designee*

- _____
Signature of Superintendent or Date
His/Her Designee

STEP 4

- A. _____
Signature of Aggrieved Person Signature of Association President
- B. _____
Date Submitted to Arbitration Date Received by Arbitrator
- C. Disposition and Award of Arbitrator

- _____
Signature of Arbitrator Date of Decision

SCHEDULE 2

DUES DEDUCTION AUTHORIZATION FORM

I, _____, hereby request and authorize the Board of Education of the Tipton Community School, as my remitting agent to deduct from my earnings dues as authorized by the Association each month from my salary. Such authorization shall continue unless revoked in writing by a thirty (30) day notice to the Board of Education with a copy of said notice being sent to the T.E.A.

The monthly deduction is to be remitted each month for me and or in my behalf to the treasurer of the Association.

Signed _____

SS # _____

Date _____

Date received by Board Secretary _____

*Work form for calculating monthly deductions:

October through July = 10 months

Total dues/number of months = monthly deduction

SCHEDULE 3

SALARY SCHEDULE

Years	R.N.	BA	BA+15	BA+30	MA	MA+15	MA+30
0	23,750	25,000	25,715	26,430	27,145	27,860	28,575
1	24,410	25,695	26,410	27,125	27,840	28,555	29,270
2	25,071	26,390	27,105	27,820	28,535	29,250	29,965
3	25,731	27,085	27,800	28,515	29,230	29,945	30,660
4	26,391	27,780	28,495	29,210	29,925	30,640	31,355
5	27,051	28,475	29,190	29,905	30,620	31,335	32,050
6	27,712	29,170	29,885	30,600	31,315	32,030	32,745
7	28,372	29,865	30,580	31,295	32,010	32,725	33,440
8	29,032	30,560	31,275	31,990	32,705	33,420	34,135
9	29,692	31,255	31,970	32,685	33,400	34,115	34,830
10	30,353	31,950	32,665	33,380	34,095	34,810	35,525
11	31,013	32,645	33,360	34,075	34,790	35,505	36,220
12	31,673	33,340	34,055	34,770	35,485	36,200	36,915
13	32,333	34,035	34,750	35,465	36,180	36,895	37,610
14	32,994	34,730	35,445	36,160	36,875	37,590	38,305
15	33,654	35,425	36,140	36,855	37,570	38,285	39,000
16	34,314	36,120	36,835	37,550	38,265	38,980	39,695
17	34,974	36,815	37,530	38,245	38,960	39,675	40,390
18	35,635	37,510	38,225	38,940	39,655	40,370	41,085
19	36,295	38,205	38,920	39,635	40,350	41,065	41,780
20		38,900	39,615	40,330	41,045	41,760	42,475
21			40,310	41,025	41,740	42,455	43,170
22			41,005	41,720	42,435	43,150	43,865
23			41,700	42,415	43,130	43,845	44,560
24			42,395	43,110	43,825	44,540	45,255
25				43,805	44,520	45,235	45,950
26					45,215	45,930	46,645
27					45,910	46,625	47,340
28						47,320	48,035
29							48,730

Career increment of 2% of the BA base salary shall be paid in the second and subsequent years after reaching the end of any lane including and beyond BA+30.

2006-2007 Salary Schedule

1. 4.36% increase with \$10 increase on vertical and horizontal steps and the remainder going on base after insurance premiums and benefits are calculated. If insurance, salary, and benefits as calculated for the 2006-07 contract exceed 4.36% the contract will be reopened concerning those items only for bargaining to maintain the 4.36% agreement.
2. Article 6, Subsection A. & F and Article 10 will revert back to language of the Master Contract for 2001-03 if either the TEA or the District make that request in writing prior to June 30, 2007. If both parties agree this wording will become part of the next agreement.

SCHEDULE 4A

EXTRA DUTY PAY SCHEDULE

The following percentage figures are to be applied to the B.A. track of the prevailing salary schedule. The level is to be ascertained on the basis of the years (seasons) of experience of the individual involved in the area for which this pay is made. The schedule for coaching applies to both girls' and boys' sports. If a 7th and 8th grade sport is combined the head coach will receive 6.5% and the assistant coach will receive 5%.

"Interim" Assignment: An extra-duty assignment made for which there is no named position or assigned percentage, the school administration is authorized to assign such position and percentage in keeping with the rest of the schedule. Such an addition will be subject to negotiation for the subsequent contract.

Pay is only to Board-Approved Assignments

<u>ACTIVITY</u>	<u>PERCENTAGE OF BA LEVEL</u>
Student Council	2.5%
Video Taping & Audio Visual	6.5%
Forensics	6.0%
Each 3 Act Play	7.5%
Group Forensics	6.5%
Assistant Forensics	4.5%
Sponsor S.T.A. - Thespians	2.5%
Newspaper Sponsor	2.5%
Sponsor of H.S. Annual	4.5%
F.F.A. Advisor	5.5%
Sponsor of Junior Class	3.5%
Extra Art Work	2.5%
Art Exhibit - Elem/M.S.	2.5%
H.S. Cheerleading Coach	6.5%
M.S. Cheerleading Coach	2.5%
Vocal Music Director	12.5%
With Musical	+4.0%
Band Director	12.5%
With Musical	+2.5%
M.S. Memory Book (5th to 8th)	3.5%
Director of Admissions	5.5%
Athletic Director	12.0%
Academic Decathlon	3.5%
Tigerettes Dance Team	6.5%
Flags	2.0%
MS Marching Band	3.0%

Head Varsity Coaching:

Golf	11%
Football	12%
Basketball	12%
Swimming	12%
Track	12%
Wrestling	12%
Volleyball	12%
Baseball	12%
Softball	12%
Cross Country	12%

Assistant Varsity Coaching:

Golf	7.5%
Football	8.5%
Basketball	8.5%
Swimming	8.5%
Track	8.5%
Wrestling	8.5%
Volleyball	8.5%
Baseball	8.5%
Softball	8.5%
Cross Country	7.5%

Head Fresh/Soph Coaching:

Football	8.5%
Basketball	8.5%
Volleyball	8.5%

Assistant Fresh/Soph Coaching:

Football	7.0%
Basketball	7.0%
Volleyball	7.0%

Head Jr. High Coaching:

Football	6.0%
Basketball	6.0%
Track	6.0%
Wrestling	6.0%
Volleyball	6.0%
Softball	6.0%

Assistant Jr. High Coaching:

Football	4.5%
Basketball	4.5%
Track	4.5%
Wrestling	4.5%
Volleyball	4.5%
Softball	4.5%

Schedule 4B Extra-Curricular Pay Schedule

	1.5%	2.0%	2.5%	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%	7.0%	7.5%	8.0%		
0	25,000	375.00	500.00	625.00	750.00	875.00	1,000.00	1,125.00	1,250.00	1,375.00	1,500.00	1,625.00	1,750.00	1,875.00	2,000.00	
1	25,695	385.43	513.90	642.38	770.85	899.33	1,027.80	1,156.28	1,284.75	1,413.23	1,541.70	1,670.18	1,798.65	1,927.13	2,055.60	
2	26,390	395.85	527.80	659.75	791.70	923.65	1,055.60	1,187.55	1,319.50	1,451.45	1,583.40	1,715.35	1,847.30	1,979.25	2,111.20	
3	27,085	406.28	541.70	677.13	812.55	947.98	1,083.40	1,218.83	1,354.25	1,489.68	1,625.10	1,760.53	1,895.95	2,031.38	2,166.80	
4	27,780	416.70	555.60	694.50	833.40	972.30	1,111.20	1,250.10	1,389.00	1,527.90	1,666.80	1,805.70	1,944.60	2,083.50	2,222.40	
5	28,475	427.13	569.50	711.88	854.25	996.63	1,139.00	1,281.38	1,423.75	1,566.13	1,708.50	1,850.88	1,993.25	2,135.63	2,278.00	
6	29,170	437.55	583.40	729.25	875.10	1,020.95	1,166.80	1,312.65	1,458.50	1,604.35	1,750.20	1,896.05	2,041.90	2,187.75	2,333.60	
7	29,865	447.98	597.30	746.63	895.95	1,045.28	1,194.60	1,343.93	1,493.25	1,642.58	1,791.90	1,941.23	2,090.55	2,239.88	2,389.20	
8	30,560	458.40	611.20	764.00	916.80	1,069.60	1,222.40	1,375.20	1,528.00	1,680.80	1,833.60	1,986.40	2,139.20	2,292.00	2,444.80	
9	31,255	468.83	625.10	781.38	937.65	1,093.93	1,250.20	1,406.48	1,562.75	1,719.03	1,875.30	2,031.58	2,187.85	2,344.13	2,500.40	
10	31,950	479.25	639.00	798.75	958.50	1,118.25	1,278.00	1,437.75	1,597.50	1,757.25	1,917.00	2,076.75	2,236.50	2,396.25	2,556.00	
11	32,645	489.68	652.90	816.13	979.35	1,142.58	1,305.80	1,469.03	1,632.25	1,795.48	1,958.70	2,121.93	2,285.15	2,448.38	2,611.60	
12	33,340	500.10	666.80	833.50	1,000.20	1,166.90	1,333.60	1,500.30	1,667.00	1,833.70	2,000.40	2,167.10	2,333.80	2,500.50	2,667.20	
13	34,035	510.53	680.70	850.88	1,021.05	1,191.23	1,361.40	1,531.58	1,701.75	1,871.93	2,042.10	2,212.28	2,382.45	2,552.63	2,722.80	
14	34,730	520.95	694.60	868.25	1,041.90	1,215.55	1,389.20	1,562.85	1,736.50	1,910.15	2,083.80	2,257.45	2,431.10	2,604.75	2,778.40	
15	35,425	531.38	708.50	885.63	1,062.75	1,239.88	1,417.00	1,594.13	1,771.25	1,948.38	2,125.50	2,302.63	2,479.75	2,656.88	2,834.00	
16	36,120	541.80	722.40	903.00	1,083.60	1,264.20	1,444.80	1,625.40	1,806.00	1,986.60	2,167.20	2,347.80	2,528.40	2,709.00	2,889.60	
17	36,815	552.23	736.30	920.38	1,104.45	1,288.53	1,472.60	1,656.68	1,840.75	2,024.83	2,208.90	2,392.98	2,577.05	2,761.13	2,945.20	
18	37,510	562.65	750.20	937.75	1,125.30	1,312.85	1,500.40	1,687.95	1,875.50	2,063.05	2,250.60	2,438.15	2,625.70	2,813.25	3,000.80	
19	38,205	573.08	764.10	955.13	1,146.15	1,337.18	1,528.20	1,719.23	1,910.25	2,101.28	2,292.30	2,483.33	2,674.35	2,865.38	3,056.40	
20	38,900	583.50	778.00	972.50	1,167.00	1,361.50	1,556.00	1,750.50	1,945.00	2,139.50	2,334.00	2,528.50	2,723.00	2,917.50	3,112.00	

	8.5%	9.0%	9.5%	10.0%	10.5%	11.0%	11.5%	12.0%	12.5%	13.0%	13.5%	14.0%	14.5%	15.0%		
0	25,000	2,125.00	2,250.00	2,375.00	2,500.00	2,625.00	2,750.00	2,875.00	3,000.00	3,125.00	3,250.00	3,375.00	3,500.00	3,625.00	3,750.00	
1	25,695	2,184.08	2,312.55	2,441.03	2,569.50	2,697.98	2,826.45	2,954.93	3,083.40	3,211.88	3,340.35	3,468.83	3,597.30	3,725.78	3,854.25	
2	26,390	2,243.15	2,375.10	2,507.05	2,639.00	2,770.95	2,902.90	3,034.85	3,166.80	3,298.75	3,430.70	3,562.65	3,694.60	3,826.55	3,958.50	
3	27,085	2,302.23	2,437.65	2,573.08	2,708.50	2,843.93	2,979.35	3,114.78	3,250.20	3,385.63	3,521.05	3,656.48	3,791.90	3,927.33	4,062.75	
4	27,780	2,361.30	2,500.20	2,639.10	2,778.00	2,916.90	3,055.80	3,194.70	3,333.60	3,472.50	3,611.40	3,750.30	3,889.20	4,028.10	4,167.00	
5	28,475	2,420.38	2,562.75	2,705.13	2,847.50	2,989.88	3,132.25	3,274.63	3,417.00	3,559.38	3,701.75	3,844.13	3,986.50	4,128.88	4,271.25	
6	29,170	2,479.45	2,625.30	2,771.15	2,917.00	3,062.85	3,208.70	3,354.55	3,500.40	3,646.25	3,792.10	3,937.95	4,083.80	4,229.65	4,375.50	
7	29,865	2,538.53	2,687.85	2,837.18	2,986.50	3,135.83	3,285.15	3,434.48	3,583.80	3,733.13	3,882.45	4,031.78	4,181.10	4,330.43	4,479.75	
8	30,560	2,597.60	2,750.40	2,903.20	3,056.00	3,208.80	3,361.60	3,514.40	3,667.20	3,820.00	3,972.80	4,125.60	4,278.40	4,431.20	4,584.00	
9	31,255	2,656.68	2,812.95	2,969.23	3,125.50	3,281.78	3,438.05	3,594.33	3,750.60	3,906.88	4,063.15	4,219.43	4,375.70	4,531.98	4,688.25	
10	31,950	2,715.75	2,875.50	3,035.25	3,195.00	3,354.75	3,514.50	3,674.25	3,834.00	3,993.75	4,153.50	4,313.25	4,473.00	4,632.75	4,792.50	
11	32,645	2,774.83	2,938.05	3,101.28	3,264.50	3,427.73	3,590.95	3,754.18	3,917.40	4,080.63	4,243.85	4,407.08	4,570.30	4,733.53	4,896.75	
12	33,340	2,833.90	3,000.60	3,167.30	3,334.00	3,500.70	3,667.40	3,834.10	4,000.80	4,167.50	4,334.20	4,500.90	4,667.60	4,834.30	5,001.00	
13	34,035	2,892.98	3,063.15	3,233.33	3,403.50	3,573.68	3,743.85	3,914.03	4,084.20	4,254.38	4,424.55	4,594.73	4,764.90	4,935.08	5,105.25	
14	34,730	2,952.05	3,125.70	3,299.35	3,473.00	3,646.65	3,820.30	3,993.95	4,167.60	4,341.25	4,514.90	4,688.55	4,862.20	5,035.85	5,209.50	
15	35,425	3,011.13	3,188.25	3,365.38	3,542.50	3,719.63	3,896.75	4,073.88	4,251.00	4,428.13	4,605.25	4,782.38	4,959.50	5,136.63	5,313.75	
16	36,120	3,070.20	3,250.80	3,431.40	3,612.00	3,792.60	3,973.20	4,153.80	4,334.40	4,515.00	4,695.60	4,876.20	5,056.80	5,237.40	5,418.00	
17	36,815	3,129.28	3,313.35	3,497.43	3,681.50	3,865.58	4,049.65	4,233.73	4,417.80	4,601.88	4,785.95	4,970.03	5,154.10	5,338.18	5,522.25	
18	37,510	3,188.35	3,375.90	3,563.45	3,751.00	3,938.55	4,126.10	4,313.65	4,501.20	4,688.75	4,876.30	5,063.85	5,251.40	5,438.95	5,626.50	
19	38,205	3,247.43	3,438.45	3,629.48	3,820.50	4,011.53	4,202.55	4,393.58	4,584.60	4,775.63	4,966.65	5,157.68	5,348.70	5,539.73	5,730.75	
20	38,900	3,306.50	3,501.00	3,695.50	3,890.00	4,084.50	4,279.00	4,473.50	4,668.00	4,862.50	5,057.00	5,251.50	5,446.00	5,640.50	5,835.00	

SCHEDULE 5 - PHASE II

ADDENDUM TO THE 2005-2007 MASTER CONTRACT BETWEEN THE TIPTON COMMUNITY SCHOOLS AND THE TIPTON EDUCATION ASSOCIATION

Distribution of Phase II money: Phase II money as written into H.F. 499 and signed into law by Governor Branstad.

The last page of this addendum becomes the pattern of distribution and has the following characteristics:

1. Increments of twenty dollars (\$20.00) with a career increment of three hundred dollars (\$300.00) for employees who are at the end of the lane and who received no step increase from 2004-05 to 2005-06.
2. Base of approximately six hundred dollars (\$600.00) with final base to be determined in such a manner as to utilize all of the money generated for Phase II minus the District's cost of FICA and IPERS connected with this Phase II salary.

Procedures

1. A qualified person is to receive the base plus the increment in his/her placement on the salary schedule (pro-rated for less than full time).
2. Phase I person who gets less than they would on the Phase II schedule will get the difference between the two from Phase II money:

(clarification example: someone at the B.A. - 5th step)

*Phase I = \$	Phase II - Base estimate \$
- Master	+Phase II Increment
Schedule	Phase II at 5th level
Phase I \$	

Phase II (\$) minus Phase I (\$) = Dollars from Phase II (\$) so:

\$ would be paid from Phase I

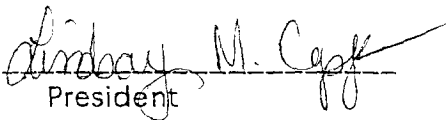
\$ would be paid from Phase II

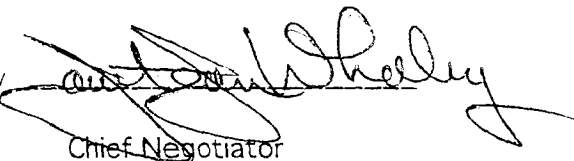
(*Example to be completed when date is available.)

3. Non-degree persons are to receive the base amount only and are to be calculated as in the discussion in #2 above.
4. Note: Phase I monies, according to H.F.. 499, is to set a minimum salary of eighteen thousand dollars (\$23,000.00)
5. Calculations will be based on qualified personnel on the first day of school, 2005-06 and 2006-07.

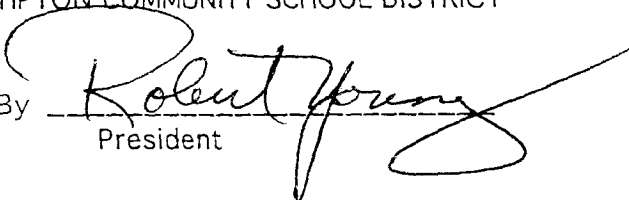
6. The District will pay Phase II payments monthly.
7. The District will make corrections in Phase II payment amounts as needed as to correct for changes in amounts received, deductions staff changes, state rules, revisions or errors. Overpayments will be deducted from the employee's next Phase II check and underpayments will be added to the employee's next Phase II check.
8. A schedule of Phase II salaries will be completed before issuing the September pay check.

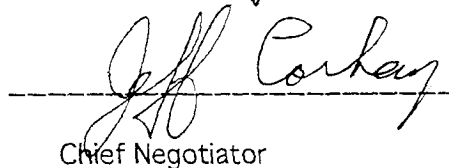
TIPTON EDUCATION ASSOCIATION

By 
President

By 
Chief Negotiator

TIPTON COMMUNITY SCHOOL DISTRICT

By 
President

By 
Chief Negotiator

This area left blank intentionally to allow space for the Phase II schedule to be inserted when completed.

SCHEDULE 6

PHASE III

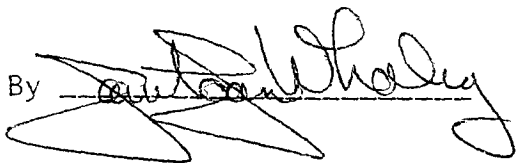
- A. Teaching students or student contact hours: The teacher's per diem rate under the 2005-07 contract; i.e. salary under the salary schedule: 192= per diem.
- B. Curriculum: Per diem as in A above.
- C. Stipends: As per plan.

In the event of a cut in state funding for Phase III, the Phase III committee will determine the most appropriate method of staying within budget after consulting with the Board and Association.

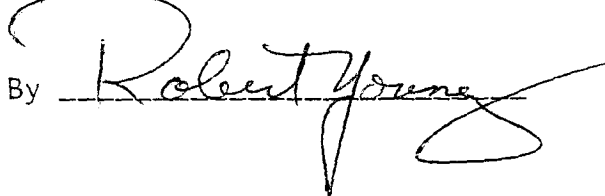
LETTER OF UNDERSTANDING

If the District decides to have an Early Bird class, the District will first seek volunteers. Qualified staff members will be notified. If a teacher agrees to teach the class, the teacher will either receive prorata per diem for the extra time beyond the eight (8) hour day or compensatory time off as reached by mutual Agreement.

TIPTON EDUCATION ASSOCIATION

By 

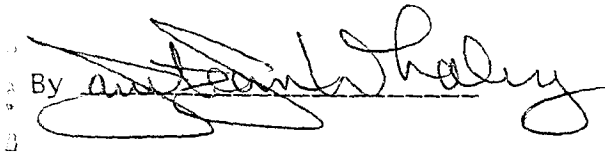
TIPTON COMMUNITY SCHOOL DISTRICT

By 

LETTER OF UNDERSTANDING

If the District decides to have an employee teach a class over the fiber-optic network, qualified staff members will be notified. If a teacher agrees to teach over the fiber-optic network, the compensation will be reached by mutual agreement.

TIPTON EDUCATION ASSOCIATION

By 

TIPTON COMMUNITY SCHOOL DISTRICT

By 